

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

SHELA CAMENISCH, et al.,  
  
Plaintiffs,  
  
vs.  
  
UMPQUA BANK,  
  
Defendant.

Civil Action No.: 5:20-cv-05905-PCP

Honorable P. Casey Pitts

**SETTLEMENT AGREEMENT  
AND RELEASE**

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release, including Exhibits 1-2 hereto (the “Agreement” or “Settlement”) is made and entered into by, between, and among: (1) Plaintiffs Shela Camenisch, Dale Dean, Luna Baron, and Eva King, individually and as trustee of the Eva M. King Trust (collectively “Plaintiffs”), on behalf of themselves and the Class (as defined below); (2) Class Counsel (defined below), and (3) Umpqua Bank (“Umpqua Bank”). Plaintiffs, Class Counsel, and Umpqua Bank hereby agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court (as defined below) of a Final Approval Order (as defined below), all claims of Plaintiffs and the Class Members (as defined below) against Umpqua Bank in the case styled *Camenisch, et al. v. Umpqua Bank*, Case No. 5:20-cv-05905-PCP (“Action”) shall be settled, compromised, and released upon the terms and conditions contained herein.

**I. RECITALS**

1.1 On August 21, 2020, Plaintiffs Shela Camenisch and Dale Dean filed a Class Action Complaint in the United States District Court for the Northern District of California seeking monetary damages from Umpqua Bank based on its alleged aiding and abetting of fraud and aiding and abetting breach of fiduciary duty. On June 30, 2021, a First Amended Complaint was filed adding Luna Baron and Eva King, individually and as trustee of the Eva M. King Trust, as Plaintiffs. The First Amended Complaint is the operative complaint in this Action.

1.2 On December 16, 2022, the Court granted Plaintiffs' motion for class certification. On May 24, 2023, the Court issued an order defining the certified class as follows:

All persons who invested money with Professional Financial Investors, Inc. (PFI) or Professional Investors Security Fund, Inc. (PISF) through secured or unsecured debt instruments or an LLC membership purchase agreement; who did not recover the principal amount of their investment prior to July 14, 2020; and who have a valid, allowed claim in In re Professional Financial Investors, Inc., Case No. 20-bk-30604 (Bankr.N.D. Cal.) or any of its affiliated debtor bankruptcy cases, jointly administered under Case No. 20-bk-30604. Commercial lenders to PFI and PISF are excluded from the class.

1.3 On September 5, 2023, the Court entered an order identifying and excluding two persons from the certified class due to their submission of opt-out requests. Accordingly, there are 1,219 persons presently in the Class (defined below). A list of all Class Members is attached as Exhibit 1.

1.4 On February 3, 2025, the Action proceeded to jury trial before the Honorable P. Casey Pitts. The case was submitted to the jury on February 26, 2025. On March 4, 2025, the Court declared a mistrial after concluding that the jury was deadlocked.

1.5 On March 25, 2025, the Parties (defined below) attended a settlement conference before the Honorable Nathanael M. Cousins. Thereafter, the Parties, subject to negotiation and execution of this Agreement and subject to Preliminary Approval and Final Approval by the Court as required by Rule 23 of the Federal Rules of Civil Procedure, reached an agreement in principle to fully, finally and forever resolve, discharge and release all rights and claims of Plaintiffs and the Class Members (defined below) in exchange for Umpqua Bank's agreement to pay the sum of Fifty-Five Million Dollars (\$55,000,000.00) to create a common fund for the benefit of the Class as further detailed below.

1.6 On March 27, 2025, the Parties filed a Joint Notice of Settlement, which reflected Plaintiffs' intention to file their motion for preliminary approval of the settlement on May 1, 2025

or soon thereafter. That same day, the Court entered an order vacating all scheduled briefing deadlines, motion hearings, and trial dates.

1.7 The Parties now agree to settle the Action in its entirety, without any admission of liability, with respect to all Released Claims (defined below) by the Class Members. The Parties intend this Agreement, once it is finally approved and becomes effective, to bind Plaintiffs, Class Counsel, Umpqua Bank and Class Members.

1.8 Now, therefore, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Plaintiffs and Umpqua Bank agree to the Settlement, subject to approval by the Court, as follows.

## II. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement and the attached exhibits:

2.1 “Administration Account” means the account established for the purposes of paying administration costs and distributing the Settlement Amount in accordance with the Settlement.

2.2 “Class” means the certified class in this case referenced in Section 1.2, above.

2.3 “Class Counsel” means Gibbs Mura LLP and Silver Law Group.

2.4 “Class Member” means any person, excluding the two persons who opted out of the certified class, who invested money with Professional Financial Investors, Inc. (PFI), Professional Investors Security Fund, Inc. (PISF) or their affiliates through secured or unsecured debt instruments or an LLC membership purchase agreement; who did not recover the principal amount of their investment prior to July 14, 2020; and who have a valid, allowed claim in *In re Professional Financial Investors, Inc.*, Case No. 20-bk-30604 (Bankr. N.D. Cal.) or any of its affiliated debtor bankruptcy cases, jointly administered under Case No. 20-bk-30604. Commercial lenders to PFI and PISF are excluded from the class. There are currently 1,219 Class Members. A complete list of Class Members is attached hereto as Exhibit 1.



2.5 “Court” means the United States District Court for the Northern District of California.

2.6 “Effective Date” means the fifth business day after which all of the following events have occurred:

- a. The Court has entered, without material change, the Final Approval Order; and
- b. The time for appeal or petition has expired, and no appeal or petition for rehearing or review has been timely filed; or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal or certiorari could be taken has finally expired and relief from a failure to file same is not available.

2.7 “Final Approval” means the date that the Court enters the Final Approval Order granting final approval to the Settlement and determines the amount of fees, costs and expenses awarded to Class Counsel and the amount of the Service Awards (defined below).

2.8 “Final Approval Order” means the order and judgment that the Court enters upon finally approving the Settlement.

2.9 “Net Settlement Fund” means the Settlement Amount, plus any interest earned, minus Court-approved attorneys’ fees, costs and expenses, Court-approved Service Awards, notice and administration expenses incurred by the Settlement Administrator, and any costs associated with taxes and investments as to the Administration Account.

2.10 “Notice” means the notices of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.

2.11 “Notice Program” means the methods provided for in this Agreement for giving the Notice and consists of Mailed Notice and Email Notice substantially in the form attached hereto

as Exhibits 2. A complete description of the contemplated Notice Program is provided in Part VI, below.

2.12 “Parties” means Plaintiffs, Class Counsel, and Umpqua Bank.

2.13 “PISF” means Professional Investors Security Fund, Inc. and its past and present agents, employees, and principals, including Kenneth Casey and Lewis Wallach.

2.14 “PFI” means Professional Financial Investors, Inc. and its past and present agents, employees, and principals, including Kenneth Casey and Lewis Wallach.

2.15 “Plaintiffs” means Shela Camenisch, Dale Dean, Luna Baron, and Eva King, individually and as trustee of the Eva M. King Trust.

2.16 “Preliminary Approval” means the date that the Court enters an order preliminarily approving the Settlement.

2.17 “Released Claims” means all claims to be released as specified in Part XII, below of this Agreement. The “Releases” means all of the releases contained in Part XII of this Agreement.

2.18 “Released Parties” means those persons and entities released in Part XII, below.

2.19 “Releasing Parties” means all Plaintiffs, Class Counsel, and all Class Members, and each of their respective heirs, assigns, beneficiaries and successors.

2.20 “Service Award” means any Court-ordered payment to Plaintiffs in addition to any payment due to Plaintiffs as Class Members.

2.21 “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement and the attached exhibits.

2.22 “Settlement Administrator” is Epiq Class Action and Claims Solution, Inc.

2.23 “Settlement Amount” means the sum of Fifty-Five Million Dollars (\$55,000,000.00) to create a common fund for the benefit of Class Members.

2.24 “Class Member’s Distribution” is the amount of the settlement that each Class Member is entitled to receive as described in Section 8.2.

2.25 “Settlement Website” means the website previously established and maintained by Epiq Class Action and Claims Solutions pursuant to the Court’s May 24, 2023 Order. Prior to the commencement of the Notice Program, the Settlement Website will be updated to provide hyperlinked access to this Agreement, the Mail Notice, the order preliminarily approving this Settlement, and such other documents as Class Counsel and Umpqua Bank’s Counsel agree to post or that the Court orders posted on the website. The URL of the Settlement Website shall be [www.umpquabankclassaction.com](http://www.umpquabankclassaction.com). The Settlement Website shall be rendered inactive nine (9) months after the Settlement Administrator issues initial distributions pursuant to section 9.1 below. The Settlement Website shall not include any advertising and shall not bear or include the Umpqua Bank logo or trademarks.

2.26 “Umpqua Bank’s Counsel” means Stoll Stoll Berne Lokting & Shlachter PC and Reed Smith LLP.

### **III. SETTLEMENT AMOUNT, ADMINISTRATION ACCOUNT, AND COSTS OF NOTICE AND SETTLEMENT ADMINISTRATION**

3.1 In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases set forth in Section XIV and the dismissal of the Action upon Final Approval, Umpqua Bank agrees to pay the Settlement Amount.

3.2 The Settlement Amount shall be used for the following purposes:

- a. Payments to Class Members;
- b. Payment of the Court-ordered award of Class Counsel’s attorneys’ fees, costs, and expenses pursuant to Section 13.1 hereof;
- c. Payment of the Court-ordered Service Awards to Plaintiffs pursuant to Section 13.3 hereof;
- d. Payment of any costs incurred by the Settlement Administrator in connection with the Settlement Administrator’s duties described in Section 5.2;

- e. Payment of all taxes as set forth in Section 3.5; and
- f. Payment of any other fees, costs and expenses not specifically enumerated in Subsections (a) through (f) of this Section, subject to approval of Class Counsel, Umpqua Bank and the Court.

3.3 In no event shall Umpqua Bank be required to pay more than the Settlement Amount in connection with this Settlement.

3.4 Within ten (10) calendar days following the Effective Date, Umpqua Bank will deposit into the Administration Account the Settlement Amount.

3.5 Conditioned upon the Effective Date occurring, the funds in the Administration Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Administration Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Administration Account or otherwise, including any taxes or tax detriments that may be imposed upon Umpqua Bank, Umpqua Bank’s Counsel, Plaintiffs and/or Class Counsel with respect to income earned by the Administration Account for any period during which the Administration Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Administration Account. Umpqua Bank, Umpqua Bank’s Counsel, Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes. The Administration Account shall indemnify and hold Umpqua Bank, Umpqua Bank’s Counsel, Plaintiffs and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

#### **IV. PRELIMINARY APPROVAL**

4.1 On December 16, 2022, the Court granted Plaintiffs’ motion for class certification. On May 24, 2023, the Court issued an order establishing the definition of the certified class.

4.2 Upon execution of this Agreement by all Parties, Class Counsel shall promptly, but not before May 1, 2025, move the Court for an Order granting Preliminary Approval of this Settlement (“Preliminary Approval Order”). Class Counsel shall reasonably consult Umpqua Bank’s Counsel regarding the motion and the proposed Preliminary Approval Order that will be attached to the motion, and shall in good faith consider any input, revisions, and/or suggestions that Umpqua Bank’s Counsel may have to the same. The motion for Preliminary Approval shall request that the Court:

- a. Preliminarily approve the terms of the Settlement as within the range of fair, adequate and reasonable;
- b. Approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement, substantially in the form attached to this Agreement as Exhibits 2;
- c. Approve the procedures below for Class Members to object to the Settlement;
- d. Stay the Action pending Final Approval of the Settlement; and
- e. Schedule a Final Approval Hearing at which the Court will conduct an inquiry into the fairness, reasonableness and adequacy of the Settlement, and determine whether to approve the Settlement and Class Counsel’s application for attorneys’ fees, costs and expenses and for Service Awards to Plaintiffs (“Final Approval Hearing”).

4.3 Umpqua Bank, at its own expense, shall serve or cause to be served a notice of the proposed Settlement, in conformance with the Class Action Fairness Act, 28 U.S.C. § 1715.

## **V. SETTLEMENT ADMINISTRATOR**

5.1 Class Counsel, in good faith consultation with Umpqua Bank, selected the Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described in Section 5.2 below and perform such other functions assigned to the

Settlement Administrator elsewhere in this Agreement, including, but not limited to: providing Mailed Notice and Email Notice to Class Members; effectuating the Notice Program pursuant to Part VI, below; distributing the Settlement Amount as provided herein; and, in the event of a termination of the Settlement pursuant to Part XI, below, returning the Administration Account, along with any accrued interest or earnings, less any amounts already paid to Settlement Administrator or committed to pay for expenses and costs associated with investments and/or taxes with respect to the Administration Account, to Umpqua Bank. Class Counsel shall supervise and oversee the Settlement Administrator and keep Umpqua Bank informed about the Settlement Administrator's completion of its duties. The Settlement Administrator is only authorized to take the actions specified in this Agreement as approved by the Court.

5.2 The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, are as follows:

- a. Obtain from Class Counsel name, email, and address information for Class Members, and, to the extent necessary, verify and update the addresses received through the National Change of Address database for the purpose of mailing the Mailed Notice.
- b. Update and maintain the Settlement Website;
- c. Respond to any inquiries the Settlement Administrator receives from Class Members (except that the Settlement Administrator shall not give, and shall not be expected to give, legal advice);
- d. Process and transmit distributions to Class Members from the Net Settlement Fund;
- e. Perform all tax-related services for the Administration Account as provided in this Agreement;
- f. Perform any other Settlement-administration-related function at the instruction of Class Counsel; and

- g. Pay invoices, expenses and costs upon approval by Class Counsel, as provided in this Agreement.

## **VI. PROVIDING NOTICE TO CLASS MEMBERS**

6.1 Upon Preliminary Approval of the Settlement, the Settlement Administrator shall implement the Notice Program outlined herein, using the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice shall include, among other information: a description of the material terms of the Settlement; a date by which Class Members may object to the Settlement; the date upon which the Final Approval Hearing will occur; and the address of the Settlement Website at which Class Members may access this Agreement and other related documents and information. Class Counsel and Umpqua Bank's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Notices provided under or as part of the Notice Program shall not bear or include the Umpqua Bank logo or trademarks, the return address of Umpqua Bank, the Umpqua Bank colors, or otherwise be styled so as to appear to originate from Umpqua Bank.

6.2 The Notice also shall include a procedure for Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs and expenses and for Service Awards to Plaintiffs. Objections to the Settlement or to the application for attorneys' fees, costs, expenses and Service Awards must be mailed to the Clerk of the Court or filed electronically or in person, consistent with the Procedural Guidance for Class Action Settlements published by the District Court for the Northern District of California. For an objection to be considered by the Court, the objection must be postmarked no later than 45 days after the date on which Notice is first mailed or emailed, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth:

- a. The name and case number of the Action;
- b. The objector's full name and address;

- c. All grounds for the objection, stated with specificity; and
- d. Whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;

6.3 Notice shall be provided to the Class in two different ways: Mailed Notice and Emailed Notice.

6.4 The Mailed Notice shall be substantially in the form attached hereto as Exhibit 2, and Email Notice shall be substantially in the same form, copied into the body of an email.

6.5 Within fourteen (14) days from the date of the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall, to the extent necessary, run the last known addresses of Class Members through the National Change of Address Database, shall mail to Class Members the Mailed Notice ("Initial Mailed Notice"), and shall send Notice via email to all identified Class Members for whom a valid email address is available ("Initial Email Notice").

6.6 The Settlement Administrator shall perform reasonable address traces for all Initial Mailed Notices that are returned as undeliverable. On a rolling basis and within seven (7) days of receiving an Initial Mailed Notice returned as undeliverable, the Settlement Administrator shall complete the re-mailing of the Mailed Notice to Class Members whose new addresses were identified as of that time through address traces ("Notice Re-mailing Process").

6.7 If the Settlement Administrator receives a bounce code for any email sent via the Initial Email Notice that the message is undeliverable for reasons such as an inactive or disabled account, the recipient's mailbox was full, technical autoreplies, etc., the Settlement Administrator shall make at least two additional attempts to deliver that Notice by email ("Notice Re-emailing Process").

6.8 The Settlement Administrator shall provide Class Counsel an affidavit that confirms that the Notice Program was completed in a timely manner. Class Counsel shall file that affidavit with the Court as an exhibit to or in conjunction with Plaintiffs' motion for final approval of the Settlement.



## VII. FINAL APPROVAL ORDER AND JUDGMENT

7.1 Plaintiffs' motion for Preliminary Approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiffs shall file their application for attorneys' fees, costs and expenses and for Service Awards for Plaintiffs no later than ten (10) days after the date on which Notice is first mailed or emailed, and their motion for Final Approval of the Settlement no later than fourteen (14) days after the deadline for Class Members to object described in Section 6.2. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' motion for Final Approval of the Settlement, and on Class Counsel's application for attorneys' fees, costs and expenses and for Service Awards for Plaintiffs. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Class Members (or their counsel) who object to the Settlement or to the fee, cost, expense or Service Award application, provided the objectors filed timely objections that meet all of the requirements listed in Section 6.2 above.

7.2 The proposed Final Approval Order that will be attached to the motion shall be in a form agreed upon by Class Counsel and Umpqua Bank's Counsel. Such Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, reasonable and adequate;
- b. Determine that the Notice Program satisfies due process requirements;
- c. Dismiss the Action with prejudice and without costs;
- d. Bar and enjoin Plaintiffs and all Class Members from asserting any of the Released Claims, as set forth in Part XII, including during any appeal from the Final Approval Order;
- e. Release Umpqua Bank and the Released Parties from the Released Claims, as set forth in Part XII; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Plaintiffs, Class Counsel, Umpqua Bank and all Class

Members, to administer, supervise, construe and enforce this Agreement in accordance with its terms.

### **VIII. SETTLEMENT AMOUNT AND ALLOCATION OF NET SETTLEMENT FUNDS**

8.1 Distributions will be allocated to Class Members from the Net Settlement Fund. Class Counsel will propose an allocation methodology in their motion for preliminary approval and it will be subject to court approval. After the Court decides the allocation methodology, Class Counsel shall be responsible for calculating each Class Member's Distribution pursuant to the Court's order. Before providing distribution amounts to the Settlement Administrator, Class Counsel shall send its calculations of each Class Member's Distribution to Umpqua Bank's Counsel for review and approval. Nothing in this section prohibits Umpqua Bank from responding to the preliminary approval motion. Umpqua waives any right it might have to appeal any order of the Court on the grounds of the allocation methodology, and Umpqua agrees it will file no such appeal.

8.2 The Parties agree that the Court-approved allocation formula will be used exclusively for purposes of computing retrospectively, in a reasonable and efficient fashion, subject to Part IX below, the amount of any distribution each Class Member should receive from the Net Settlement Fund. The Court-approved allocation formula shall not be used for any other purpose or objective whatsoever.

### **IX. DISTRIBUTION OF NET SETTLEMENT FUND TO SETTLING CLASS MEMBERS**

9.1 Within fourteen (14) days after the Effective Date, the Settlement Administrator shall distribute the Net Settlement Fund to the Class Members. Each Class Member shall receive a distribution equal to each Class Member's Distribution as described in Section 8.1, above.

9.2 Settlement payments to Class Members will be made by check with an appropriate legend, in a form approved by Class Counsel and Umpqua Bank's Counsel, to indicate that it is from the Settlement. Checks will be cut and mailed by the Settlement Administrator and will be

sent to the addresses that the Settlement Administrator identifies as valid Class Member addresses. Checks shall be valid for one hundred eighty (180) days. The Settlement Administrator will make reasonable efforts to locate the proper address for any Class Member whose check is returned by the Postal Service as undeliverable and will re-mail it to the updated address. The Settlement Administrator will make reasonable efforts to contact Class Members whose checks are not timely cashed and to coordinate with Class Members to ensure each receives their portion of the settlement funds. Such efforts are not limited to but may include re-issuing and mailing checks as needed, coordinating alternative payment methods for individuals, and re-directing payment as necessary to enable payment for deceased Class Members pursuant to applicable probate or intestate laws.

**X. DISPOSITION OF RESIDUAL FUNDS AFTER DISTRIBUTION TO CLASS MEMBERS AND FINAL ACCOUNTING**

10.1 Within sixty (60) days after the latest issued check is no longer valid pursuant to Section 9.2 of the Settlement Agreement, any funds remaining in the Administration Account resulting from failed disbursements to Class Members shall be disposed of by the Settlement Administrator in a manner consistent with the unclaimed property laws of the various jurisdictions in which Class Members were last known to reside. The Qualified Settlement Fund will be reported as the holder of the funds under its own EIN.

10.2 Within 21 days after the settlement checks become stale, Class Counsel, in coordination with Umpqua Bank's Counsel and the Settlement Administrator, shall file a Post-Distribution Accounting and post it on the Settlement Website. The Post-Distribution Accounting will detail: The total settlement fund, the total number of class members, the total number of class members to whom notice was sent and not returned as undeliverable, the number and percentage of objections, the average, median, maximum, and minimum recovery per Class Member, the method(s) of notice and the method(s) of payment to Class Members, the percentage of success for each method of notice and payment (if known), the number and value of checks not cashed,

the administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the settlement fund, Class Counsel's updated lodestar total, and the lodestar multiplier.

## **XI. EFFECT OF TERMINATION**

11.1 The grounds upon which this Agreement may be terminated are set forth in Sections 14.1, below. In the event of a termination as provided therein, this Agreement shall be considered null and void; all of Umpqua Bank's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

11.2 This Settlement shall become effective on the Effective Date unless earlier terminated in accordance with the provisions of Section 14.1.

11.3 In the event the Settlement is terminated in accordance with the provisions of Section 14.1, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court.

## **XII. RELEASES**

12.1 As of the Effective Date, Plaintiffs, Class Counsel, and all Class Members, each on behalf of himself or herself and on behalf of his or her respective individual heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged Umpqua Bank and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and assigns of each of them ("Released Parties"), of and from any and all

liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters up to and including the date of preliminary approval of the Settlement that were or could have been alleged in this Action, including any claims that relate in any way to fraud and/or breaches of fiduciary duties committed by PFI, PISF and/or their affiliates.

12.2 Plaintiffs or any Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Section and Section 12.1. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the releases contained in this Section and in Section 12.1, and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement or never receives a distribution of funds or credits from the Settlement.

12.3 Plaintiffs and all Class Members each represents and warrants that he/she is the sole and absolute owner of each claim released by him/her in this Agreement, and that he/she has the right and authority to release each such claim. Plaintiffs and all Class Members each represents and warrants that he/she has not assigned or transferred to anyone by any means, voluntarily or involuntarily, any of the claims hereby released by him/her. Plaintiffs and all Class Members each agree to indemnify, defend, and hold Umpqua Bank harmless against any claim or demand arising

out of any such assignment or transfer or purported assignment or transfer of the rights herein released, including the payment of reasonable attorneys' fees and costs incurred in defending against such a purported claim.

### **XIII. PAYMENT OF ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARDS**

13.1 Any award of attorneys' fees, costs and expenses to Class Counsel shall be payable solely from the Administration Account and taken from the Settlement Amount and is subject to Court approval. The determination of Class Counsel's request for attorneys' fees shall be based on controlling Ninth Circuit precedent involving the award of fees in common fund class actions and not based on the governing law agreed upon in Section 16.8. Notwithstanding anything herein, the Court's failure to approve, in whole or in part, any award of attorneys' fees, costs and expenses to Class Counsel shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs and expenses to Class Counsel in the amounts sought by Class Counsel, or at all, the remaining provisions of this Agreement shall remain in full force and effect.

13.2 Within fourteen (14) days of the Effective Date, the Settlement Administrator shall pay from the Administration Account to Class Counsel all Court-approved attorneys' fees, costs and expenses. Class Counsel shall furnish to the Settlement Administrator any required tax information or forms before the payment is made.

13.3 Any Service Awards are to be paid solely from the Administration Account and taken from the Settlement Amount. Any Service Awards shall be paid to Plaintiffs in addition to any payments Plaintiffs are entitled to receive as Class Members. Notwithstanding anything herein, the Court's failure to approve, in whole or in part, the Service Awards sought by Class Counsel shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. In the event the Court declines to approve, in whole or in part, any Service Awards in the amounts set forth above, or at all, the remaining provisions of this Agreement shall remain in full force and effect.

13.4 Within fourteen (14) days of the Effective Date, the Settlement Administrator shall pay from the Administration Account any Service Awards approved by the Court. Plaintiffs shall furnish to the Settlement Administrator any required tax information or forms before the payment is made.

#### **XIV. MODIFICATION AND TERMINATION OF SETTLEMENT**

14.1 This Settlement may be terminated by either Umpqua Bank or Class Counsel by serving on counsel for the opposing Party and filing with the Court a written notice of termination within fourteen days after any of the following occurrences:

- a. The Court rejects, modifies, amends or changes, or declines to preliminarily or finally approve the Settlement;
- b. An appellate court reverses the Final Approval Order, and the Settlement is not reinstated without change by the Court on remand;
- c. Any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement in a way that Umpqua Bank or Class Counsel seeking to terminate the Settlement reasonably considers material;
- d. The Effective Date does not occur; or
- e. Any other ground for termination provided for elsewhere in this Agreement.

14.2 In the event of a termination of the Settlement pursuant to this Section, the Parties retain all of their pre-Settlement litigation rights and defenses.

#### **XV. PARTIES' POSITION ON THE ACTION AND SETTLEMENT**

15.1 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore

made, or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever.

15.2 Class Counsel and Plaintiffs believe that the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex litigation, and the likelihood of success on the merits of the Action. Class Counsel have fully investigated the facts and law relevant to the merits of the claims, have conducted extensive formal and informal discovery, have conducted independent investigation of the challenged conduct, and have tried the case before a jury which resulted in a hung jury and declaration of mistrial. Class Counsel and Plaintiffs have concluded that the proposed Settlement set forth in this Agreement is fair, reasonable, adequate and in the best interests of the Class.

15.3 Umpqua Bank disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Umpqua Bank has agreed to enter into this Agreement to avoid the further expense, inconvenience and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

15.4 Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

15.5 In addition to any other defenses Umpqua Bank may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other



proceeding that may be instituted, prosecuted or attempted in breach of this Agreement or the Releases contained herein.

## **XVI. MISCELLANEOUS PROVISIONS**

16.1 Gender and Plurals. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

16.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

16.3 Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement. This obligation of the Parties to support and complete the Settlement shall remain in full force and effect regardless of events that may occur, or court decisions that may be issued, in any other case in any court.

16.4 Obligation To Meet And Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

16.5 Publicity. The Parties and their counsel agree not to make social media postings, press releases or provide press interviews that disparage the business or reputation of the other Party, including current or former employees, or their counsel in this Action, based on the subject matter of the Action. The Parties and their counsel also agree they will not issue a press release based on the subject matter of the Action. The Parties and their counsel also agree not to contact the press and not to discuss the other Party's reputation or conduct with the press based on the subject matter of the Action before January 1, 2027. If contacted by the press regarding this Action, the Party may respond generally by stating that they are happy that the settlement was reached and that it is a fair and reasonable result. Nothing in this paragraph shall be construed to

limit Class Counsel's ability to perform their duties as required under this agreement and applicable law.

16.6 Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

16.7 No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the sections of this Agreement shall be resolved in favor of the text.

16.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

16.9 Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement and performance of this Agreement, which shall be construed in accordance with, and be governed by, the laws of the State of California. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program and the Settlement Administrator. As part of their respective agreements to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

16.10 Notices. All notices to counsel provided for herein shall be sent by email with a hard copy sent by overnight mail to:

As to Plaintiffs, the Class, and  
Class Counsel:

Amy M. Zeman  
**GIBBS MURA LLP**  
1111 Broadway, Suite 2100  
Oakland, California 94607  
Telephone: (510) 350-9700  
amz@classlawgroup.com

As to Umpqua Bank:

Lydia Anderson-Dana  
**STOLL BERNE**  
209 SW Oak Street, Suite 500  
Portland, OR 97204  
Telephone: (503) 227-1600  
landersondana@stollberne.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

16.11 Modification and Amendment. This Agreement may be amended or modified only by a written instrument signed by the Parties and their respective counsel and approved by the Court.

16.12 No Waiver. The waiver by any party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

16.13 Authority. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

16.14 Agreement Mutually Prepared. Neither Umpqua Bank nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

16.15 Independent Investigation and Decision to Settle. The Parties understand and acknowledge that: (a) they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the

subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. Umpqua Bank has provided and is providing information that Plaintiffs reasonably request to identify persons in the Settling Class and the alleged Overdraft Fees they incurred. It is the Parties' intention to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

16.16 Receipt of Advice of Counsel. Each Party acknowledges, agrees and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained in Section XII above, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

#### PLAINTIFFS

*Shela Camenisch*

---

Shela Camenisch

*Dale Dean*

---

Dale Dean

*Luna Baron*

---

Luna Baron

*Eva King*

---

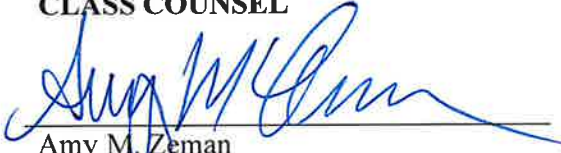
Eva King, individually and as trustee of  
the Eva M. King Trust

**UMPQUA BANK**

---

Maria Seip  
Capacity: Senior Vice President and  
Deputy General Counsel

**CLASS COUNSEL**

---

Amy M. Zeman

*Scott Silver*

---

Scott L. Silver

**Approved as to Form:**

**UMPQUA'S COUNSEL**

---

Keith Ketterling

\_\_\_\_\_  
Eva King, individually and as trustee of  
the Eva M. King Trust

**UMPQUA BANK**



Maria Seip  
Capacity: Senior Vice President and  
Deputy General Counsel

**CLASS COUNSEL**

\_\_\_\_\_  
Amy M. Zeman

\_\_\_\_\_  
Scott L. Silver

**Approved as to Form:**

**UMPQUA'S COUNSEL**



Keith Ketterling

# CERTIFICATE *of* SIGNATURE

REF. NUMBER

Z6S8X-UHDR6-ADDJA-2UEVZ

DOCUMENT COMPLETED BY ALL PARTIES ON

02 MAY 2025 00:39:59 UTC

**SIGNER****SCOTT SILVER**

EMAIL

SSILVER@SILVERLAW.COM

**TIMESTAMP**

SENT

02 MAY 2025 00:26:49 UTC

VIEWED

02 MAY 2025 00:39:11 UTC

SIGNED

02 MAY 2025 00:39:59 UTC

**SIGNATURE**

IP ADDRESS

107.115.227.86

LOCATION

MIAMI, UNITED STATES

**RECIPIENT VERIFICATION**

EMAIL VERIFIED

02 MAY 2025 00:39:11 UTC



Signed with PandaDoc

PAGE 1 OF 1





# CERTIFICATE *of* SIGNATURE

REF. NUMBER

YYLUA-OLFUD-8ASD7-HWMRK

DOCUMENT COMPLETED BY ALL PARTIES ON

02 MAY 2025 02:52:31 UTC

**SIGNER****TIMESTAMP****SIGNATURE****SHELA DEAN**

EMAIL

SHELADEAN@GMAIL.COM

SHARED VIA

**LINK**

SENT

02 MAY 2025 02:44:19 UTC

VIEWED

02 MAY 2025 02:44:32 UTC

SIGNED

02 MAY 2025 02:45:13 UTC

*Shela Camenisch*

IP ADDRESS

76.27.175.11

LOCATION

RICHMOND, UNITED STATES

**DALE DEAN**

EMAIL

DALEDEAN1946@GMAIL.COM

SHARED VIA

**LINK**

SENT

02 MAY 2025 02:44:19 UTC

VIEWED

02 MAY 2025 02:50:23 UTC

SIGNED

02 MAY 2025 02:50:46 UTC

*Dale Dean*

IP ADDRESS

96.248.0.198

LOCATION

GLEN ALLEN, UNITED STATES





# CERTIFICATE *of* SIGNATURE

REF. NUMBER

YYLUA-OLFUD-8ASD7-HWMRK

DOCUMENT COMPLETED BY ALL PARTIES ON

02 MAY 2025 02:52:31 UTC

**SIGNER****TIMESTAMP****SIGNATURE****LUNA BARON**

EMAIL

LUNABARON@HOTMAIL.COM

SHARED VIA

**LINK**

SENT

02 MAY 2025 02:44:19 UTC

VIEWED

02 MAY 2025 02:51:37 UTC

SIGNED

02 MAY 2025 02:52:09 UTC

*Luna Baron*

IP ADDRESS

54.183.245.41

LOCATION

SAN JOSE, UNITED STATES

**EVA KING**

EMAIL

EVAREDHOTHAIR@GMAIL.COM

SHARED VIA

**LINK**

SENT

02 MAY 2025 02:44:19 UTC

VIEWED

02 MAY 2025 02:52:17 UTC

SIGNED

02 MAY 2025 02:52:31 UTC

*Eva King*

IP ADDRESS

73.162.41.161

LOCATION

WALNUT CREEK, UNITED STATES



# **EXHIBIT 1**

UOA_ID	UOA_NAME
20425	1986 Tennant Living Trust
20490	A Bruce Doll
21656	Aaron Johnson
20046	Aaron M. Kamins
20605	Aaron Richard Friedman
21289	Abby Bell
21638	Abel Martinez
21360	Abigail Rebecca Gilad
21625	Adam Levin
20814	Adina Ariana Beaumont
20084	Adrian and Rimon Isaac
20598	Alan Gikkas
20619	Alan J. Abendschein
20928	Alan Lee
21782	Alan Sunbeam
21121	Alan W. Ziff
21388	Albert R. Munich Jr.
21173	Alex Lee
20573	Alfred Lizak
20783	Alicea Cock-Esteb
21575	Alison Ziff
21682	Amaterasu Group
21113	Amber Seitz
21674	Amrit Samrath Singh Khalsa
21301	Amy Ferber Living Trust
21705	Amy Ferber Profit Sharing Plan
20079	Ana Linder and Luisa Martina Inca
21655	Ana Maria Ardon
21560	Ana Yamashiro
21262	Andra C. Cohn Living Trust U/A Dated June 3, 2008
20834	Andrea Frederickson
21586	Andrea J. Faraday
20921	Andrea Yee
20271	Andrew Alpine
21812	Andrew Blanton
20787	Andrew Gillihan
21721	Andrew Howard Cook
21552	Andrew Kaus
20083	Andrew Milberg
20198	Andrew Roy Michaels
21583	Angelica Garcia
20487	Ann Greenfield
21382	Ann King Smith
21007	Ann Marie Santana
20383	Ann S. Osborn

UOA_ID	UOA_NAME
20089	Ann Wadsworth Liuzza
2762	Anna Belline
20606	Anna Greidanus
21225	Anna Maria Salvador
20932	Anne Bagatelos
20919	Anne Marie Ambuehl
21743	Anne Marie Besharat Zadeh
20048	Anne Phan
21494	Annette Amorello
20052	Anodea Judith
21814	Anyang Cheng
20105	Ardath Steves
21587	Ariel Skarveland Indenbaum
20315	Arnold Fleming, Vicki Lee Shue & Stephen Lai, Jtwrs
21806	Art Levit
20172	Artemis DiMartino
20701	Arthur J. Riggs
21511	Arthur Javier
20133	Arthur Tirman
20260	Audrey Tirman
20620	August Greidanus
20344	Avrum Marcus Goldberg
20981	Barbara Galyen
20561	Barbara Goodman
20486	Barbara Klare
20310	Barbara Mascharka Smith
20400	Barbara Musser
20185	Barbara Rozen
21783	Barbara Ryals
21182	Barbara Ryan
20963	Barry Anello
20314	Barry Fadern
20155	Barry Nemrow
21825	Benjamin McKee
21148	Benjamin Moore
21551	Benjamin Reinhardt
21239	Bernard John Bersamina
20088	Beth Greer
20688	Beth Lynn Rasmussen
20168	Betsy L. Alberty
21216	Betty Barber
20712	Beverly B. Tulper
20517	Beverly Jean Weinkauff
20202	Beverly Potrop
20037	Beverly Vistara Benoit

UOA_ID	UOA_NAME
20635	Bharat Chatkara
20652	Birgess Angelus
20148	Bobbi Berens
20851	Bonnie Zell
21126	Bradley L. Kaus
20794	Breanna Moskovitz
21009	Brenda Jean Dukes
21118	Bridget Lindsay Raugh
20848	Bruce Kunkel
20575	Bruce Moore
20804	Bruce Nelson
20114	Bruce Riezenman
21226	Bruce Stephen Leivenberg
20622	Bruce Vittitow
20001	Burke Zimmerman
20418	C. Peter Gibb
20876	Caitanya Scott
21667	Camille de Mondesir
3016	Carl Frank Belline
21095	Carl Franklin
20454	Carl Hangee-Bauer
21254	Carlos J. Shelton
21085	Carmen Q. Froemke
20432	Carol A. Bella
20951	Carol J. Keys
20438	Carol J. Levow
20600	Carol Wilson
21344	Carolyn Silvestri
21801	Carolyn Walker Davis
21076	Catherine A. Millar
20451	Catherine Gilbert
21611	Catherine Henderson
21458	Catherine Spanger
21671	Catherine Zabelin
21742	Catia Asirelli
21790	Cattle Define Benefit Pension Plan
21293	Cecilia Wilcoxon
21830	Chandni Lal
20654	Chapman Family Trust
20275	Charles H. Zibitt
20002	Charles Hearsey
20417	Charles Isen
21103	Charles J. Farrell
20559	Charlotte Meloney
21405	Chernin Stendhal Family Living Trust
21072	Cheryl L. Scholar

UOA_ID	UOA_NAME
20301	Cheryl Reinhardt
21050	China Moon Laudisio
21158	Chris B. Jacobson
20107	Chris Crawford
21068	Chris Jacobsen
20140	Christian C Fleming
20334	Christian Von Eggers Doering
20452	Christine Campbell
20757	Christine E. Bachman
20552	Christine Geiger
20481	Christine J. Perkowska
20045	Christine Mohan
21272	Christopher and Jodie Spanger
20983	Christopher D. Wakefield
20763	Christopher Lewis
20682	Christopher M. Cashman
20244	Christopher Meloney
20933	Christy Ann Salo
21235	Cindy A. Mahrer
20791	Claire Peaslee
21367	Claire Verbinski
20028	Claudia Betz-Haubold
21451	Claudia Miller
20382	Claudia Miller
21205	Claudia Schwalm
20940	Clifford Robin Fenton
20909	Clinton W. McDuffie
21372	Clyde S. Sada
21591	Colin Edward Honess
21321	Colleen Daryl Alexander
21738	Coming Home of A.I.W.P
21394	Connie Hoshor
21273	Connie L. Huckaba
21574	Conroy Cavanna
20403	Constance Ruane
21590	Corey Tobia Maxon
20446	Corinne A. Geramoni Exempt Trust 11/8/80
21036	Cort Meredith
21713	Craig Cerney Trust
21107	Cris Berns
20675	Cristine Marie Traxler
21784	Curtis Menefee
20435	Curtis Silvershield
21402	Cyle Petrig
20038	Cynthia Clarkson

UOA_ID	UOA_NAME
20881	Cynthia Colzani
20538	Cynthia Maxon
20665	Cynthia Sweet
21619	Cyrus Peter Greidanus
21660	D. Terumi O Leinow
21387	Dale Marshall Dean
21788	Dan Kenner
21169	Dana Ewell
20406	Dana Zed
20375	Daniel A. Miller
20784	Daniel Cowman
20283	Daniel Forer
20324	Daniel Glassoff
21550	Daniel Martin Inc.
20612	Daniel Raymond Spillard
20246	Daniel Tirman
20774	Daniel Wayne Sermon
20831	Dante Perry Sr.
21219	Daryl Tran
20942	Dasan Kennedy-Smith
20060	David Chen
20780	David Clayton Brady
20916	David E. Green
20460	David Edwin Purviance
20861	David James Bellecci
20744	David L. Broadbent
21288	David Lustig
20262	David M. Robinson
21046	David Michael Titus
21810	David R. Justice
20221	David R. Kliphon
20502	David Rabb
20290	David Scheufler
20075	David Waldman
21192	David Wertheim
21045	Davida Taurek
21793	Dawn Kruetzfeldt
21468	Dax Brooks
21595	Dean Rienecker
20322	Debora Farber
20305	Deborah Ann Knutson
20116	Deborah Morris
21340	Debra Dawson
20024	Debra Price
21774	Debra Zibitt
20287	Demian Solomon

UOA_ID	UOA_NAME
21469	Dena Mitchel
20884	Denis William Fitts
21440	Dennis Carmona
21102	Dennis Green
20583	Dennis Grover
20530	Dennis L. Rodebaugh
21220	Dennis Miller
20839	Dennis Wills
20240	Derek Maldonado
21242	Devaed (David) Sherman
20720	Dhyana Bohnet
21134	Diane Brown
20076	Diane Nathan Soffer; Trustee
21495	Diane Vetterlein
20209	Dianne Adel
20895	Dipti Magera Anderson
21748	Dominique Pandelle
20754	Dominique Shelton
20925	Donald G. Regner
21822	Donald Robert Morrison
20109	Donna D'Eufemia
20948	Donna McLaughlin
20899	Donna R. Cales
20118	Dora Linder
20827	Dorothy Ann Helm
20123	Dorothy Brinkman
20863	Dorothy M. Scholar
21138	Doug B. McQuinn
21346	Douglas Cooper
20867	Douglas Korb
20764	Douglas Markey
21400	Douglas Scott Mahrer
20719	Douglas Troyer
21186	Doyle Pratt Trust
21491	Dr. James Adams
21517	Ed Schollenberg
20900	Edward Collins
20268	Edward F. Murrell Jr.
20030	Edward J. McManus
21201	Edward J. Russell
21074	Edward James Hudson/Debra Beehler Hudson
21170	Edwin J. Herzog
20043	Eileen Dingle
20266	Elaine Chernoff
20546	Eleanor Hanauer

UOA_ID	UOA_NAME
20282	Eli Jaxon-Bear
21580	Elijah Charles Greidanus
20864	Elisa Skarveland
21653	Elise Carroll
21191	Elizabeth Ann Goldblatt
20618	Elizabeth Baker
20564	Elizabeth Claire Barnet
21267	Elizabeth Claire Moore
21509	Elizabeth Heidi Huchberger
20603	Elizabeth Kilner
20727	Elizabeth Sosnick
21037	Elke Reinhardt
20389	Elke Reinhardt Trust Est. 2/20/2006
21053	Ellen Eatough
20096	Ellen Fineberg
20496	Ellen Marie Jackson
21034	Elliot Erdman
21481	Elmo Charles Froemke III
20955	Elyse Vosburg
21692	Emma Carter & Joshua Leo Hobbs
21529	Eric Greidanus
20658	Eric H. Brand
21146	Eric Steven Zell
21577	Erica Jacobs
21183	Erin Ackenheil
21200	Erin Carney
20359	Estate of Judith Weinberg
20416	Estate of Margaret Deane
20752	Eugene Gebow
21496	Eugene Ziff
20357	Eva M. King
21077	Eva Maria Czubak
20264	Eva Shoshany
20099	Eve Solomon
21447	Everett Senter Jr.
20092	Faith Boyarin
20213	Farid Cinemaie
20702	Farroukh Amini
20962	Felicia Ann King-Arye
21122	Fern Jeffcoat
21519	Fiona Sullivan
21308	Firooz Palizi
20444	Frances Cole Survivor Trust Established under Trust agreement dated 5/29/89
20197	Frances Crosse
20125	Frances Kalfus

UOA_ID	UOA_NAME
20483	Frances Lerner
20604	Francesca McCartney
20439	Francesca V. Becker
20166	Francine B. Smolen
21157	Francis Michael Curran
21639	Francisco J. Cruz
21133	Frank J. Lange
20716	Fred Amini and Nancy Garner
20414	Frederic Bauthier
20397	Fredrick Heiman
21336	Fu-Tung Cheng
20759	Gabriel Phillips
21637	Gabrielle Javier
20849	Gail Bunge
20535	Gail Deutsch
21759	Gail Krowech
21908	Gangaji Foundation Retirement Plan
20178	Gary & Alice Nadler Joint Tenants with Right of Survivorship
20891	Gary Cole
21093	Gary Fisher & Alex Zaphiris
20994	Gary M. Priest
20420	Gary S. Berger
21417	Gary Stephen Kleiman
21000	Gavin Archbald
20536	Gavin Wittje
20455	Gayla Gilbert
20634	Geeta Vohra
21829	Geoffrey R. Rojas
21067	Georgia Linzmeyer
20855	Gera Korte
21292	Geri Ellen Stern
20522	Gillian Parker
21167	Gina Scagliola Collier
20219	Giorgio Allegro
21559	Giovanna Malhotra
20988	Giovanna Taormina
21374	Giovanni Donovan
21099	Gisela Greene
20847	Giti Jomehri
21553	Glenn Allen
20187	Glenn H. Fleisch
21018	Glenn James
21731	Golden Gate Center For Spiritual Living
20280	Grace M. Stella
20377	Grace Purusha

UOA_ID	UOA_NAME
20352	Gregor Chello
20033	Gregory Anton
21274	Gregory Richards Brown
21537	Gregory Youngblood
21700	Greidanus Irrevocable Trust
20309	Guy Erdman
21256	Gwyn L. Reed
21485	Gyorgy Family Trust
20156	H. Robert Noble
20956	Hal Forman
21753	Hana Lee Erdman
20386	Hanks Inc. Profit Sharing Trust
21600	Hannah Kopp-Yates
21261	Hans Paul Vogl
20042	Harald Richard Heede
20126	Harold D. Adler
20453	Harold Jesse Ewing
20602	Harold Stone
20944	Harriet Bye
20029	Harvard Management Corporation, Inc.
20713	Harvey B. Moskowitz
20078	Harvey L. Schwartz
21128	Heather Moltz
21479	Helen Newsom
21641	Henri Illien Trust
21497	Hilary Anne Brown
21430	Hilary Anne von Haunalter
20018	Hilary Winslow
20782	Hillary C. Emer
20343	Home & Hearth Inc. (Peter & Ada Ross)
20639	Hong Jin
21909	Hortensia Bertha Segovia Montoya or Juan Vicente Hernandez Segovia
21648	Ian Hutagalung
21456	Ian Noah
20897	Ian Richard Tuller
21048	Ilona Marshall
21658	Inessa Hearsey
21694	Inge Monteith
20433	Ingrid Ammondson
21756	Ingrid Iacovetto
21139	Ingrid Maurer
21818	Intuitive Development Incorporated
20170	Ira Rechtshaffer
20732	Irene Newmark

UOA_ID	UOA_NAME
21686	Irrevocable Special Needs Trust FBO Lucile L. Condrill
21665	Iryna Pysareva
21149	Ivory J. Sidell
21800	Jack Bernstine
21129	Jack G. Tuls
21573	Jacqueline Burns
20320	Jacqueline French
20510	Jacqueline S. Chan
21247	Jacques Achsen
20676	Jacques Andre Charmant
20347	Jad Chamcham
20082	Jai Josefs
21528	Jaime Campbell
20207	James A. Kerr
21130	James Dumars
20023	James H. Cogan
21459	James H. Metcalfe
20157	James Jacobs
20512	James May
21047	James R. Scagliola
21579	James Scagliola c/f Coral Eugene Bacigalupi
21695	James Scagliola c/f Dominic Arthur Collier
21720	James Scagliola C/F Elizabeth Louise Collier
21615	James Scagliola C/F Orion Anthony Kesterson
21702	James Scagliola c/f Terran James Kesterson
21540	Jamie L. Millican
20215	Jan Dickinson Wood
21673	Janardhan Chodagam
21399	Jane Berger
21750	Jane Bonvallet
21092	Jane Corey
20191	Jane Valerius
20015	Janet DiPaolo
21044	Janet Rostad
20339	Janice Edl Stein
20468	Janice Kaplan
21070	Janice M. Tweedy
21298	Janna Rudolph and Warren Wertheimer
21176	Jannell Shaw
21087	Jantje Perry



UOA_ID	UOA_NAME
21463	Jason Blackman
21635	Jason Lustig
20873	Jason Moskovitz
21278	Jason Pettinato
20555	Jay A. Mayer
21549	Jayne Kate Heller
21532	Jean Berwick
21744	Jean Claude Besharat Zadeh
20497	Jeanette Elizabeth Drew
21202	Jeanne Buckens
21592	Jeanne Glargaard Byrne
20151	Jeanne S. Spenard
20771	Jeanne Woods
20297	Jeff & Rosewitha Smith Family Trust
20857	Jeff Kaus
21796	Jeffrey Lynn Sermon
21781	Jeffrey Schwartz
21413	Jeffrey Smith
20424	Jeffrey Taggart
20525	Jeffry Anderson
21629	Jenner Musser-Weck
21315	Jennifer A. Thiermann
21493	Jennifer Andrews
21809	Jennifer Collins
20325	Jennifer Jo Messina
20050	Jennifer Lolley
20534	Jeramy Bede
20526	Jerelyn Jacobson
21555	Jeremy Leary
21628	Jeremy Reynard
21631	Jesenia Gold
20660	Jessica Barrilleaux
20162	Jessica Ferrar
21609	Jessica Garcia
20064	Jessica Orchier
21746	Jia Deng
21097	Jilda V. Loomis
21604	Jill B. Du
20870	Jill Barker
20085	Jill Gilbert
20100	Jill Teitelman
20721	Jill Vittitow
20245	Jill Wolf
21434	Jim C. Sciaroni
20551	Jo Ellen Bradley
20367	Joan Barkus Leopold

UOA_ID	UOA_NAME
21123	Joan D. Ziff
20380	Joan McPhaul
20224	Joan Webb
20338	Joann DePetro
21021	Joanna Martinelli
21052	Jocelyn Miguel
20208	Jodi Gold
20143	Joel Rubenzahl
21307	Joesph H. Koppal
20554	Johanina Wikoff
21802	Johanna Stefanski
21767	John A. Mangini & Co., LLP Profit Sharing Plan f/b/o John A. Mangini
21768	John A. Mangini & Co., LLP Profit Sharing Plan f/b/o Miriam Mangini
21211	John Alilovich
21423	John Althuisen
21811	John B. Leira
20087	John Becker
21610	John Behrens
20889	John C. Watkins
21618	John Cooley, III
20843	John Feld
20755	John Francis Hogan III
21504	John G Day
20941	John G. Gouldthorpe; II
21384	John Hansen
21248	John Herbert Skinner
20609	John Karr
20954	John Lyle Seago
20498	John M.S. Nadler
21565	John Mayginnnes & Rep Payee For Ambrosia Lolley Mayginnnes
21709	John Mayginnnes, Trustee of the Richard Steven Ahl Living Trust
21786	John Moreschi
20225	John Mulcahy-Morgan
20756	John Palmer
21222	John Paul Lazzaretto
21236	John S Mayginnnes Separate Property Trust Dated June 8, 2000
20875	John Schaeffer
21761	John T. Mcdonald
21317	John Trimble
21285	John W. Schaumleffel
20327	John West



UOA_ID	UOA_NAME
20131	Jon Anthony Turner
21224	Jon Carroll
20825	Jon Luvaas
20298	Jonathan Gavzer
20595	Jordan Weitz
20547	Joseph A Spair
21172	Joseph Lee Bauer
21049	Joshua Berns
20253	Joshua Deitch
21096	Josie T. Whitehurst
20251	Joyce Gertler
21725	Juan C. Mora
20596	Judith Ann Thomas
20115	Judith B. Friedman
20308	Judith Erdman
20918	Judith Greenleaf
20582	Judith Rich
20513	Judith V. Ingala
20995	Judithe Nicolai
20745	Juleen Latvala
21752	Julia Earl
21563	Julia Lynn Zabelin
21596	Juliana Javier
20281	Julianne Donahue
21492	Julie J. Skinner
20456	Julie M. or Jerald Barry Brown Jtwros
21546	Julie Reynolds
20387	Jupiter Limited Partnership
20993	Kamura Taylor
21151	Karen C. Bagatelos
21420	Karen Carson
20062	Karen Perry
20086	Karen Petersen
20010	Karen Solomon
21297	Karen Vyner-Brooks
20423	Karin A. Kinsey
20769	Karyl Lynn Huntley-Sadler
20008	Karyn Young
20337	Kate Bayer
20378	Kate Phillips
20700	Katherine Bedeian
20953	Katherine Q. Revoir
21357	Katherine Q. Revoir Trust
21127	Kathleen Ann Hallin
20415	Kathleen E. Curry
21514	Kathleen Gildred

UOA_ID	UOA_NAME
20303	Kathleen J. Lai
21249	Kathleen Pepe
20777	Kathleen S. Miller
20871	Kathleen Samson
21343	Kathryn Hecht (Jordan-Hecht)
20504	Kathryn Preece
21414	Kathryn Williams Stewart
20134	Kathy Altman
20613	Kay Komoroske
21636	Kaylin Lustig
21775	Keith Kruetzfeldt
20336	Keith Merron
20786	Kelli Winona Buck
21165	Kelly DiVirgilio
20997	Kemp Bennett
20248	Ken Cortland Trust 2001 (Kenneth Jay Kirschenbaum)
20910	Ken Kaufman
20063	Ken Swinarski
20236	Kenneth Chasser
20766	Kenneth Lewis Halpern
21779	Kenneth Silverman
20663	Kerry Golemon Schwartz
20737	Kerry Loeb
21602	Kevin Buckley
21429	Kevin Carl Duarte
21807	Kevin Hicks
20333	Kevin Loughman
21593	Kiah Bosy
20058	Kim Manchester
20012	Kimberly Tubbs
20892	Kirk Blair Snyder
21603	Kirsten Findlay Revocable Living Trust
20950	Kitt Erin Stevens
21585	Kristin Hamilton
21534	Kristin Nauth
20699	Kristine G. Kuebler
21241	Kuno Anselm
20709	Kurt Anderson
20533	Laconia Investments
21071	Larry D. Johnsen
21214	Larry Donegan
20630	Laura A. Barry
20830	Laura Coogan
20886	Laura J. Gouldthorpe
20478	Laura Kradjan-Cronin

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21327	Laurelyn Borst
20581	Lauren Ann Darges
20365	Lauren Vela
20650	Laurene Smith
20074	Laurie Ann Jacobson
20574	Laurie Ann Jacobson Charitable Trust
21823	Laurie Feinberg
21612	Lawrence Stentzel IV
21747	Leah Lazar
21229	Leah Lazzarini
20820	Lee Morgan
21722	Leela Foundation Retirement Plan
20894	Lei Lani Stroud
20307	Leila Mahtab Sharifi
21409	Lenore J. Cantrell
20235	Leoanard Jacobs
21545	Leonard Sherman
20286	Leonard Tirman
21527	Leslie K. Campbell
20458	Leslie Susan Harari
21031	Lewis R. Judd
20073	Lewis Weiss
21408	Liana Forest
20996	Liana Paoletta
21330	Lila Luk
21287	Lily Gelb
20640	Linda Blacketer and Dan Dodt Family Revocable Trust Dtd 10/27/17
20747	Linda Booth
21498	Linda Joan Schulz
21253	Linda Marquez
21710	Linda Marquez Trust
20101	Linda McNulty
20800	Linda Olson
20106	Linda S. Nicoletto
20104	Linda Schuller
20541	Linda Sherwood
21131	Linda Westmoreland
21164	Lindsay Divirgilio
20485	Lindy Woodard
21328	Lionel Aiken
21745	Liping Cui
20256	Lisa Burke
21355	Lisa Chipkin
20441	Lisa de Mondesir
21418	Lisa Marie Poksay

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20748	Lisa Travis
21153	Liza C. Brown
20239	Liza Maldonado
20401	Loic Massias
20229	Lori Saltzman
21824	Lori Schwanbeck
20572	Lorraine Carroll
20976	Louise L. Murphy Trust
21464	Luna Baron
20428	Luzie Tison
20591	Lynn Beckerman
20113	Lynn Claire Leonardi
20810	Lynn Marie and John Lumiere-Wins
21057	Lynne E. Daniels
21032	Lynne Smith
20878	Lynne Williams
21651	Lynsey F. Palmer (Cumberford)
20413	Madeleine Altmann
20965	Madeleine Dart Curtis
21010	Maitri Joy
20645	Manuel Mendoza
20175	Marcy Baskin
20644	Margaret Caffery
21395	Margaret Elizabeth Bourne
21798	Margaret Jean DeVries
20477	Margaret Myers Paul
20231	Margaret Wakeley
20768	Margaret Weber
20220	Margot Anand
21466	Marguerite Courtney
20934	Maria Aida Sandoval
21320	Maria Molino
21132	Maria Rosenthal
20184	Mariah Morelli Day
20896	Mariah Parker
20853	Marian O'Dowd
20856	Marianne Mahoney
20108	Marie- Charlotte de Bellefroid
20852	Marie Jose Dauphin
20136	Marie Pardi
20879	Marie Strata Lavin
21162	Marie T. Lomonaco Trust
20689	Marilyn Jeffcoat
20966	Marilyn Knecht
20845	Marilyn Oliva
20464	Marilyn Vallier

UOA_ID	UOA_NAME
21051	Mario Bravo
21416	Mario G. Silvestri
20331	Marion T. Millar Rev Trust U/A Dtd 9/24/2002
21175	Marisa Silvestri
21815	Mark A. Coleman
20511	Mark Cunningham
21054	Mark Fleischman
20302	Mark French
21206	Mark Illeman
20601	Mark J. Sterns
21547	Mark Lee Shue
20542	Mark Meyerzon
20570	Mark Rizzo
21548	Mark T. Lee Shue
20705	Markus Greer Baue
20585	Marlene Verner
21163	Marta Hutz
20036	Martha Jean Purviance
20772	Martha Lynn Cate
20972	Martin Bernbaum
21109	Martin Diamond
20203	Martin Harvey Potrop
21646	Martin Harvey Seipp Trust
20390	Martin Harvey Seipp Trust
20237	Martin Shapiro
20704	Mary A. Moehle
20930	Mary Ann Granieri
20395	Mary Beth McClure
20254	Mary Durst Trust
21342	Mary Evelyn Jordan
21195	Mary Green
20828	Mary Helm and Michael Buckley
20638	Mary Jane Soares
21533	Mary Jean Espulgar-Rowe
20811	Mary Murray Shelton
20832	Mary Roy Michaels
21601	Maryam Palizi
20228	Masumeh Lydia Sharifi
21633	Matt Shutman
21664	Matt Vosburg
21621	Matthew Cavanna
21797	Matthew Reynolds
21607	Matthew Ryan Letson
21223	Maureen McVerry
20985	May W. Roberts

UOA_ID	UOA_NAME
20975	Maya Johnson
20984	Mel Kiyama
20369	Melina Meru
21507	Melinda Leithold
20664	Melinda Reynard
21453	Melissa Kzaz
20318	Melissa Lai
21215	Michael Bagatelos
20982	Michael Carl Heumann
20068	Michael E. Roche
20311	Michael French
20316	Michael I. Schapiro
20742	Michael Leary
20803	Michael Luchino
21379	Michael Maendl
21760	Michael N. Laskoe
20710	Michael N. Tulper
20728	Michael Sommer
20806	Michael Veys
21105	Michael Zabelin
20368	Michaela McGivern
21362	Michele Anne Kittinger
20725	Michele Campbell
21512	Michele Elliott
20471	Michele L. Elliott Exempt Trust U/A Dtd 5/20/10
21755	Michele Marie Hogan
21341	Michelle Callaghan
20527	Midhat Memisevic
20977	Mike McInnis
21581	Mikhela Ahl
20695	Mildred L. Reff Ttee
20883	Miles R. Hobbs
21557	Milia Youssef Jarjoura
20119	Mindia Klein
21740	Miriam C. Clark Family Trust FBO Anthony Clark, Richard G. Cole Trustee
21741	Miriam C. Clark Family Trust FBO Teresa Clark, Richard G. Cole Trustee
20824	Miriam Lichtenstein
20379	Miriam Phillips
21642	Momoko Ito
21238	Morgan Krizan
20205	Morgan Robert Reiter
20095	Moses Kravitz
20500	Muriel Mahrer

UOA_ID	UOA_NAME
21184	Nadia Terras
20044	Nadine Soffer
21715	Nakota Ashstarte Estate (Brian J. Fuquay)
20566	Nalini Chodagam
20694	Nancy A Van Horn
20007	Nancy Ann Morris
21354	Nancy Gimblin
20405	Nandi Devam
21141	Naomi Baran
21670	Naomi Marks
21207	Nasus Aransu
21626	Natalie Foote
20238	Natalie Lai
21376	Nathalie Babazadeh
21751	Nathaniel Chavin
20540	Neal Rogin
21562	Nicholas Robert McInnis
21632	Nicholas Zabelin
21564	Nick Slater
20785	Nicole Knowlton
20189	Nicole Sumner
21124	Nina P. Zabelin
21145	Ningay Nancy Sing
21334	Nissim Revocable Trust
20821	Nita Slater
21101	Noreen Simko
20292	Norman Mintz
20812	Paho Olive
20999	Pamela Bates
20978	Pamela Gaffney
20059	Pamela Glassoff
20648	Pamela Mercer Hilt
21470	Pamela Mitchel-Piccinini
20495	Pamella M. Cavanna
20274	Parmatma S. Khalsa
20836	Patricia D. Watkins
20407	Patricia Fields
20426	Patricia Leah Lazar
20666	Patricia Louise Minolli
20992	Patricia Michel
21392	Patricia Norman
20765	Patricia Riley Miller
20269	Patricia Sommers
21060	Patricia Winters
21794	Patrick Sheridan

UOA_ID	UOA_NAME
21232	Paul Babbitt
20394	Paul D. Clark
21476	Paul Jeffcoat
20323	Paul Kimmel
21279	Paul Petrig
21004	Paul S. Greidanus
20494	Paul Tison
20252	Paul Valenti
21319	Paul van Ravenswaay
20505	Paul W. Kandel
20859	Paula J. Zamora
20584	Paula Koepke
21415	Paule A. Oudet
21599	Paule-Dominique Anneheim & Ginette Besso-Pianetto
21556	Pema Sherpa
21028	Pennie D. Hutt
20960	Penny J. Denney
20858	Perry Kirshenblatt
21358	Peter A. Bagatelos
20593	Peter and Ada Ross
21805	Peter Hinckle
21347	Peter Howard
20227	Peter January
20258	Peter Ujlaki
21649	Peter Zabelin
21787	Philip Gorny
20097	Philip J. Servedio
21435	Philip Lastreto
21282	Phoenician Investment,LLC
20182	Phyllis Matyi
20722	Phyllis Narum
20671	Pierce Family Trust
21608	Poonam Gujral
20270	Premisiri Linda Joy Lewin
21291	Priscilla Regalado
21019	Prudence Miller
20516	Puff Family Revocable Trust
21723	Quality Used Car Rental
20795	Quinn Schumaker
21484	Rachel Hannah
21263	Rachelle S.E. Winterbourne
20749	Rae Ann Gustafson
21023	Rain Laudisio
21313	Raleigh Patrick Spiger
20633	Rama Sethi Gulati

UOA_ID	UOA_NAME
20450	Ramin Akhbari
20402	Ramon C. DeAngelo
21270	Randal Churchill
20120	Randall Alifano
21082	Randy Mahrer
20492	Raymond Grott
20974	Raymond William Kaliski
21391	Rebecca Cernich
21826	Rebecca Fleischer
21522	Rebecca Klein
21520	Rebecca or Walter Bess
20009	Rebecca S. Hartley
21316	Regina Ann Chase
20493	Renee Schley-May
20121	Renee Valet
20004	Rhonda Fisher
20372	Rhonda Karsch
20717	Richard A. Landry
21120	Richard Bell
20067	Richard Danon
20272	Richard G. Cole
20445	Richard G. Cole Trustee of the Cole Marital Trust
21477	Richard Leivenberg
20027	Richard McLeod
20017	Richard N. Gervais
21780	Richard Provasoli
21306	Richard R. Bouck
21762	Richard R. Rea
21785	Richard S. Sogg
20025	Richard Santoro
21518	Richard Schollenberg
21043	Richard William Travis
21503	Rick Pacheco
20070	Risa Kaparo
21703	Rising Heart Consulting, Inc.
20684	Rita C. Martin Irrevocable Trust
21708	RLS1 Investment LLC
21704	RMJ Wilson family LLC
20294	Robert Bagnato
21452	Robert Berling
20066	Robert Diskint
21144	Robert Earle
21480	Robert Hill
20643	Robert Hines Jr.
20463	Robert Holtz

UOA_ID	UOA_NAME
21406	Robert Joseph Cordova
21359	Robert Luis Ramos
21204	Robert Meyer
20300	Robert Molino
20711	Robert Moss Friedman Trust
21570	Robert N. DeRoss; Jr.
20901	Robert Peterson
21380	Robert Putzi
20520	Robert Switzer
21454	Robert W. Bailey
20342	Roberta Anthes
20169	Roberta J. Mollot
21233	Robin Altman
20150	Robin David
21424	Robin Gifford
21178	Robin Kohn Glazer
21275	Robin L. Schild
21228	Robin Sparks
20714	Rod Heschong
20312	Rod Verner
21260	Rodney D. Sharp
21652	Rodney Dunivan Sharp or Maria Margaretha Ida Schaefer-Sharp, Ttees of The Schaefer-Sharp Family Trust Dtd 3/3/16
21208	Roger DiVirgilio
21427	Roger H. Douglas
20790	Roger Miller
20880	Roger Vosburg
20329	Roger W. Meadows
20571	Rollin Scott Feld
20263	Ronald & Grace Stella Beickert
21266	Ronald & Nhung Helling
21813	Ronald D. Hooper
20758	Ronald Morgan
20139	Rose Viggiano
20751	Ross W. and Laurie E. Bishop
20159	Roy Forest
21425	Ruben Ortiz
21230	Rufus Blunk
20348	Ruth Falk
21831	Ryan Alexandra London
20924	Ryan Berling
21369	Sabrina Joy Chaw
21397	Sally Fitts
20679	Sally Griffith Rondio

UOA_ID	UOA_NAME
21578	Salvador Melgoza
20321	Sam Hilt
21264	Samara Pardi
21594	Samuel David Greidanus
21640	Samuel E. Mohr
20313	Samuel Goldberger
20797	Samuel Harris
21147	Samuel Moore
21821	Sandra Stumbaugh
21042	Sandra Y. Kruse (LaRusso)
21161	Sara Kamins
20788	Sasa Mlakar
21462	Sasha Alexis McInnis
21772	SBS
21269	Scott Forer
20631	Semaan Jarjoura
21449	Sequoia Miller
21271	Shady Sofia Rose
21246	Shane Memisevic
21446	Shanna Edelson-Rader
20907	Shannon Amonette Strange
21142	Shannon Cantrell
21426	Shanti Haydon
20773	Sharon Anderson
20854	Sharon Dean
20872	Sharon Hansen
21286	Sharon L. Overbey
21576	Sharon Squire
20371	Sharon Ziff
20906	Shatzi Melochi Rainbow
21227	Shela Camenisch
20317	Shelley Scammell
20529	Sheri Steinberg
21789	Sherry C. Petrini Special Needs Trust Randall J. Petrini; TTEE
20667	Sheryl Ann Nigro
21500	Sheryl Baldwin
21066	Shin-Jung Ho
21364	Shirley Bauer
20102	Shui Ping & Lenny Lai Jtwros
21669	Shuyu Liu
20179	Sidra Levi Stone
21538	Sigrun Torinus
21734	Silverman Family Trust
20662	Sima Tei
21135	Simone Martin

UOA_ID	UOA_NAME
21038	Simone Scheunert
21819	Sirius Estate Trust - L. Leinow
21398	Sirra Starre
21712	SKUforce INC. (Anand Ayyar)
21820	Smakeroo Defined Benefit Plan
21907	Sofiane Boudjedaimi and Ouerdia Boudjedaimi
20826	Solana Galen
21672	Sonia Giguere Rafael
20815	Sonja Severson
21663	Sophia Elizabeth Greidanus
21620	Sophie Phelps
21516	Spencer Hahn
21442	Spilsbury Family Trust Agreement Dtd 11/9/95 restated 5/9/03
21311	Spitzer Family Trust
21617	Sriharshavardhan N. Madatanapalli
21521	Stanford Raymond Espedal Jr.
20443	Stanley Cole Decedent's Trust; Richard G. Cole and Jan L. Cole Trustees
20835	Stanley Corzine
	Stephani Lewis and Athena Katsaros
20986	Trustees of The Jeanne R. Katsaros Trust Dated July 2, 1992
20427	Stephanie J. Sanders
20696	Stephanie Phippen
20563	Stephen Edward Knecht
20364	Stephen Gross
21088	Stephen M. Clark
21196	Stephen R. Bowers
21450	Stephen R. Page
20081	Stephen Turer
21098	Stephen Wakefield
20523	Steve Showen
20306	Steve Tourdo
20846	Steven D. Hoffman
20128	Steven Halpern
21114	Steven J. Terrini
20514	Steven Rempis
20519	Steven Speelmon
20362	Steven Stept
20931	Steven Teal
21058	Steven Wertheimer
20961	Stuart Chase
20440	Sue F. Freeman Trust
21385	Sue G. Orloff Trust

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21535	Suki Munsell
20039	Sunny Chen Jackson
21339	Susan August
21356	Susan Brubaker
20093	Susan Cooper
20016	Susan E. Grooms
20736	Susan K. Cole
20358	Susan Kelley
20590	Susan Keyte
21140	Susan L. Toch
21290	Susan Lantis
20349	Susan Mayginnnes
20158	Susan McNeil
20599	Susan Michaela Hyde
21203	Susan R. Connick
20304	Susan Sandson
20419	Susan Springer
20404	Susan Wilson
21561	Susana Pumares
20479	Susanne Hays
21758	Susanne Marianne Karch
20623	Suzanne C. Whaley
20898	Suzanne Teal
20730	Swanson Family Living Trust
20167	Syd Weiss
21281	Sylvia Maendl
20370	Tagra Joan Shanoff Dent
20056	Tamara Tschinkel Shearer
21432	Tamara Zamlich
21353	Tammra Harrison
20680	Taressa Bell
20687	Tashi Juchungtsang
21090	Tatjana Kopp
20775	Taylor Sermon
20813	Ted & Donna Greidanus Dynasty Trust
20908	Ted Turina
20781	Teresa Ann Clark Trust Dtd 8/14/97
20422	Teresa Del Giorno
21441	Teresa Keith
20868	Teresa Marie Ribeiro
20507	Teresa Muzick
21539	Terrienne Tafreshi
21059	Terry J. Rochester
21489	Terry O'Neil
20222	Thaddeus A. Golas

UOA_ID	UOA_NAME
20041	The 2014 William R. Taylor & Jaye A. Moscariello Revoc. Trust
21828	The Arthur F. and Judy A. Levit Family Trust
20117	The Elizabeth Greason Living Trust
21717	The Gangaji Foundation
21094	The Gizewski-Tecca Living Trust
20840	The Hoggan Family Trust 2013
20503	The Kerns Family Trust Executed 8/12/2004
20923	The Kruetzfeldt Conant Living Trust 2018
20384	The Lustig Family Foundation
21389	The Swanberg Miller Living Trust 2016
21685	The Trust of Vicki Leeds; originally dated March 7; 2000
21084	The Vivienne Verdon-Roe and Michael Porter Family Trust
20625	The Winestock Family Trust
21754	Theodore Melvin Gizewski
21171	Theresa D. Beldon
20926	Theresa Prince
20049	Thia Haselton
20543	Thomas Chesus
20332	Thomas Faimali
20929	Thomas Hecht
20539	Thomas M. Sullivan
20537	Thomas Maxon
21002	Thomas Sher, Trustee, Sher Separate Property Trust UTA May 8, 2008
21381	Thomas Vasconcellos
20703	Thomas W. Revelle
21597	Thomas Weise
20802	Tia Lynne Christina
20973	Tim Aaronson
21100	Tim C. Cowman
20731	Timothy P. Slaughter
21305	Tina Benson
20750	Tina M. Shelton
20753	Tina Romano
20006	Toby Symington
20560	Tom Wodetzki
20637	Tom Wodetzki and Sharon Hansen Trust
21177	Toni Michelle Hafter
20374	Tony Ragona
20796	Tonya Mae Tecca



UOA_ID	UOA_NAME
21676	TRA Inc. 401K Pension Plan
21040	Tracy E. Zell-Bennett
20176	Tracy John Eannetta
21502	Traute B. Jones
20399	Trisha Waldron
20255	Trudie London
20776	Turner Pope
20842	Uta Taylor
20808	Valence Wan Yu Li
20124	Vera Zaskevich
20152	Veronica A. Fluken
21443	Vicki Burns
21707	Vicki Lee Shue and Arnold Fleming
21033	Vicki Wilkerson
21757	Victor Iacovetto
21474	Victoria A. Titus
20206	Victoria Fitts Milgrim
20915	Victoria Iacovetto
20129	Victoria Kramer
21558	Victoria Maguire
20580	Victoria Prince
21190	Vincent D'Arco
20230	Vincent Lee Shue, Jr.
20218	Vincent Lee-Shue
21776	Vincent Taylor
21526	Violet S. Hanada
20939	Virgilio Tomasi
21277	Virginia L. Pierce
20431	Virginia Lee Corzine
20411	Virginia Pascoe
20647	Virginie Cochard
20330	Vivianne Nantel
20885	Walter Hillinger
21174	Walter Mazar
21499	Walter Mazar; Jr
20132	Walter Phillips
21433	Wanda Bishop
21008	Wanda Pedroni
20515	Wanda Stafford
21903	Wen Shi
20945	William C. Doyle Jr. Profit Sharing Plan
20903	William Denis Ford
21431	William G Ortiz
20188	William Horwitz
21732	William L. Hughes; Jr.
20360	William Levine

UOA_ID	UOA_NAME
21251	William McGee
21240	William Pennington
20822	William Prince
20034	William R. Taylor
21803	Wing & Kitty Lee Trust
21276	Wing K. Lee
20661	Woodson Thornton III
21554	Yayoi Nagano Lewis
21687	Yueli Burns
20668	Z-5 Family General Partnership
21605	Zachary Louis Slater
20195	Zena Lapidus
20011	Zev Woodrow
21749	Zhong Jin
20243	Zia Wesley
21428	Zibandeh Sadri Amini
21616	Zoe Clair Levine
20145	Zoe Hansen
20970	Zoe Harris
21630	Zoe McCartney
21614	Zoe Vavina Maxon
21006	Zoey T. Bloom



# **EXHIBIT 2**

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF CALIFORNIA

## If you lost money investing with PFI or PISF, you could get a payment from a class action settlement.

*A federal court authorized this notice. This is not an advertisement from a lawyer.*

- This notice is to inform you about a proposed settlement of a class action lawsuit against Umpqua Bank brought on behalf of investors who, like yourself, lost money investing with Professional Financial Investors, Inc. (PFI) or Professional Investors Security Fund, Inc. (PISF).
- The settlement will resolve a lawsuit over whether Umpqua Bank aided and abetted a fraudulent scheme perpetrated by PFI and PISF.
- The settlement will provide \$55,000,000 for Class Members' compensation, settlement administration costs, attorney's fees and expenses, and potential service payments to the named Plaintiffs who represented the Class. **The attorneys who represent the Class plan to ask the Court for attorney's fees of \$13,750,000, which is 25% of the settlement fund.**
- Each Class Member will receive a pro rata share of the settlement based on a percentage of their [remaining investment losses] [remaining investment losses plus prejudgment interest]. **For details on your own expected payment, see Section 2 below.**
- You do not have to do anything to receive payment. However, you have a right to object to the settlement. Your choices are:

YOUR LEGAL RIGHTS AND OPTIONS	
<b>DO NOTHING</b>	<b>If you do nothing, you will automatically receive a share of the settlement money, if the Court approves the settlement.</b>
<b>OBJECT</b>	<p><b>Ask the Court to deny approval of the settlement.</b></p> <p>You can't ask the Court to order a larger settlement. The Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object. <b>The deadline to object is 5/15/25.</b></p>
<b>GO TO A HEARING</b>	<p>Ask to speak in Court about the fairness of the settlement. <b>The Fairness Hearing is scheduled for 5/15/25.</b></p>

- Your rights and options—and the deadlines to exercise them—are explained in this notice.
- The federal court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved.

## BASIC INFORMATION

### 1. Why did I get this notice?

Records from PFI and PISF indicate that you invested with PFI and PISF, and did not receive your full investment back. The Court already sent you a notice in June 2023, informing you about this lawsuit, and giving you an opportunity to exclude yourself by August 7, 2023.

The Court sent you this notice because you did not exclude yourself from the lawsuit, and so you have a right to know about a proposed settlement and about your options, before the Court decides whether to approve the settlement.

If the Court approves the settlement, and any objections and appeals are resolved in favor of the settlement, a Court-appointed administrator will make the payments that the settlement allows. You will be informed of the progress of the settlement.

Judge P. Casey Pitts of the United States District Court for the Northern District of California is overseeing this class action and has authorized this notice. The lawsuit is known as *Camenisch et al. v. Umpqua Bank*, Case No. 5:20-cv-05905-PCP.

### 2. What is this lawsuit about?

The Plaintiffs claim that between 2007 and 2020, PFI and PISF ran a fraudulent scheme that used new investors' money to pay existing investors, cover shortfalls in unrelated bank accounts, and personally enrich the companies' principals.

The Plaintiffs allege that Umpqua Bank knew of the fraudulent scheme, yet continued to provide banking services to PFI and PISF.

Umpqua Bank denies that it did anything wrong and says that it did not know about any wrongdoing by PFI and PISF.

### 3. What is a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of themselves and other people who have similar claims. The people together are a "Class" or "Class Members." The people who sued—and all the Class Members like them—are called the Plaintiffs. The company they sued (in this case, Umpqua Bank) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Umpqua Bank. The Court held a jury trial in this case in February 2025, which did not result in a win for either side because the jury could not reach a verdict. After that, the Court scheduled a second trial that would be in front of a new jury.

Instead of moving forward with the second trial, Plaintiffs and Umpqua agreed to a settlement. That way, the parties avoid the risk, cost, and delay of further litigation including appeals. Class Counsel believe the settlement is in the best interest of the Class given the risks of the case

## WHO IS IN THE SETTLEMENT?

### 5. Am I part of the settlement?

All current Class Members are part of the settlement. Records from PFI and PISF indicate that you are a Class Member, and Class Counsel's records indicate you did not previously request to be excluded from the Class. You are therefore included in the settlement.

The Court decided that people who invested money with PFI and PISF are Class Members if:

- Their investment was through secured or unsecured debt instruments or an LLC membership purchase agreement;
- They did not recover the principal amount of their investment prior to July 14, 2020; and
- They have a valid, allowed claim in the bankruptcy proceedings, jointly administered under Case No. 20-bk-30604.

Excluded from the Class are commercial lenders to PFI and PISF, and individuals who previously asked to be excluded from the Class in 2023.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 6. What does the settlement provide?

The settlement provides for Umpqua to pay \$55,000,000. Of that, approximately \$ [REDACTED] will be distributed to Class Members. The rest will be used to pay attorney's fees, costs, and administration expenses as described in Section [REDACTED] below, as well as any service payments that the Court decides to award to the Class Representatives.

### 7. How much will my payment be?

If the Court approves the settlement, you will receive a check for your share of the settlement.

### 8. Your share of the settlement fund is based on [TBD] When would I get my payment?

The Court will hold a hearing on [REDACTED] at [REDACTED] p.m. to decide whether to approve the settlement. If Judge Pitts approves the settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the settlement at [www.UmpquaBankClassAction.com](http://www.UmpquaBankClassAction.com). Please be patient.

### 9. What will I give up if the settlement is approved?

If the Court approves the settlement, you and the other Class Members will release (give up) the right to file a separate lawsuit against Umpqua Bank for any claims that were asserted or could have been asserted in this lawsuit. Specifically, the terms of the release are as follows:

As of the Effective Date, Plaintiffs, Class Counsel, and all Class Members, each on behalf of himself or herself and on behalf of his or her respective individual heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged Umpqua Bank and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former

directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and assigns of each of them (“Released Parties”), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the conduct, omissions, duties or matters up to and including the date of preliminary approval of the Settlement that were or could have been alleged in this Action, including any claims that relate in any way to fraud and/or breaches of fiduciary duties committed by PFI, PISF and/or their affiliates.

## THE LAWYERS REPRESENTING YOU

### 10. Do I have a lawyer in this case?

Yes. The Court appointed lawyers at Gibbs Mura LLP (formerly known as Gibbs Law Group LLP) and Silver Law Group to represent the Class Members. Together, these lawyers are called “Class Counsel.” You do not need to hire your own lawyers because Class Counsel is working on your behalf. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 11. How will the lawyers be paid?

Class Counsel will ask the Court to approve a payment of \$13,750,000 (25% of the settlement amount) for attorney’s fees and reimbursement of up to \$1,500,000.00 in litigation expenses they incurred throughout this case. Any amounts the Court awards will come out of the \$55,000,000 that Umpqua Bank has agreed to pay in settlement. The Court may award less than these amounts, in which case the difference will be added to the payments to the Class Members.

## YOUR RIGHTS AND OPTIONS

You have to decide now whether to ask the Court to deny approval of the settlement.

### 12. What happens if I do nothing?

By doing nothing, you will share in the settlement, if the Court approves it.

### 13. Why would I object?

If you want the Court to deny approval of the settlement, you need to object to the settlement. You can’t ask the Court to order a larger settlement; the Court can only approve or deny the existing settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object.

### 14. How do I object?

You may object to the proposed settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you object in writing, you must include your full name, address, signature, the specific reasons you object to the settlement, and whether your objection applies only to you, to a specific subset of the class, or to the entire class. You must also clearly identify the case name and number (*Camenisch v. Umpqua Bank*, Case number 5:20-cv-5905-PCP). Objections must be submitted to the Court either by mail to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California. **Objections must be filed or postmarked on or before [date].**

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

### 15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at the United States District Court for the Northern District of California, 280 South First Street, San Jose, CA 95113 in Courtroom 8, 4th Floor. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Pitts will listen to people who asked to speak at the hearing. The Court may also decide how much to pay Class Counsel.

The hearing is currently scheduled for [REDACTED] p.m. on [REDACTED]. The hearing date may change without further notice to the class. If you plan to attend, you should be sure to check the settlement website, [www.UmpquaBankClassAction.com](http://www.UmpquaBankClassAction.com), for news of any such change. You can also check whether the hearing date has changed by accessing the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <http://www.cand.uscourts.gov/cm-ecf>.

After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

### 16. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Pitts may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## GETTING MORE INFORMATION

### 17. Are more details about the settlement available?

Yes. This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at [www.UmpquaBankClassAction.com](http://www.UmpquaBankClassAction.com), by contacting Class Counsel, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, Room 2112, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

The settlement website ([www.UmpquaBankClassAction.com](http://www.UmpquaBankClassAction.com)) has answers to common questions about the settlement.

All the documents that have been publicly filed in this case are also available online for a fee through the Court's Public Access to Court Electronic Records (PACER) system at <http://www.cand.uscourts.gov/cm-ecf>. This case is called *Camenisch v. Umpqua Bank*, and the case number is 5:20-cv-5905-PCP (N.D. Cal.).

You may also speak to Class Counsel by calling, emailing, or writing the following attorneys:

Amy M. Zeman  
(510) 350-9721  
amz@classlawgroup.com

Linda P. Lam  
(510) 350-9722  
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**GIBBS MURA LLP**  
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Oakland, California 94607

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE  
ABOUT THIS SETTLEMENT.**